



DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

April 29, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to award a Local Source Water Protection grant to the Strafford Regional Planning Commission (VC # 155570B001), Rochester, NH in the amount of \$13,166 to complete a project to protect public drinking water systems, effective upon Governor and Council approval through May 31, 2016. 100% Federal Funds.

Funding is available as follows:

03-44-44-441018-4718-072-500574

Dept. Environmental Services, DWSRF Administration, Grants- Federal

FY2015

\$13,166

EXPLANATION

The Department of Environmental Services issued a request for proposals for 2015 Local Source Water Protection Grants. These grants are funded by set-asides under the Drinking Water State Revolving Loan Fund. Twenty proposals were received. The proposals were evaluated and ranked based on criteria included in the request for proposals, such as whether the project fulfills a component of a source water protection program, that the proposed project addresses appropriate threats, and that the project will deliver a valuable and useful product. Based on the available federal funding, the Department determined that it could offer grants to twelve source protection planning projects and three source security projects. See attachment A for the proposal rankings and list of reviewers.

The Strafford Regional Planning Commission will use the grant funds to work with the Town of Farmington to update the Town's current Aquifer Protection Overlay District. The revised ordinance will better protect, preserve, and maintain existing and potential public water system sources and groundwater resources by making updates that reflect current technical reports, data, and guidance found in the 2010 NHDES Model Groundwater Protection Ordinance.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that federal funds no longer become available, General funds will not be requested to support this program.

We respectfully request your approval.

Handwritten signature of Thomas S. Burack

Thomas S. Burack
Commissioner

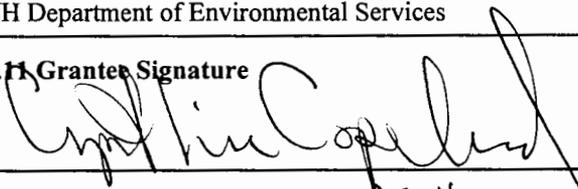
Subject: Strafford Regional Planning Commission

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Grantee Name: Strafford Regional Planning Commission		1.4 Grantee Address 150 Wakefield Street, Suite 12, Rochester, NH 03867	
1.5 Effective Date Upon G&C Approval	1.6 Completion Date May 31, 2016	1.7 Audit Date N/A	1.8 Grant Limitation \$13,166.00
1.9 Grant Officer for State Agency Kelsey Vaughn NH Department of Environmental Services		1.10 State Agency Telephone Number (603) 271-2950	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Cathia Copeland, Executive Director	
1.13 Acknowledgment: State of <u>N.H.</u> , County of <u>Strafford</u> On <u>4 / 27 / 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) <u>Elaine Craigie, Notary Public</u>			
1.13.2 Name & Title of Notary Public or Justice of the Peace		ELAINE W. CRAIGIE, Notary Public My Commission Expires February 6, 2016	
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner NH Department of Environmental Services	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By: <u>Chet G. ...</u> Attorney, On: <u>5 / 11 / 2015</u>			
1.17 Approval by the Governor and Council By: _____ On: <u> / /</u>			

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional,

affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of

Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any

person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF WORK

Strafford Regional Planning Commission:

The Strafford Regional Planning Commission (SRPC) will use New Hampshire Department of Environmental Services (NHDES) grant funds to work with the Town of Farmington to update the Town's current Aquifer Protection Overlay District. The revised ordinance will better protect, preserve, and maintain existing and potential public water system sources and groundwater resources by making updates that reflect current technical reports, data, and guidance found in the NHDES *Model Groundwater Protection Ordinance* (2010). SRPC will work closely with the Town's Public Works Department, Planning, Community Development and Code Enforcement Department, and volunteers from the Planning Board and Conservation Commission to assist in the efforts necessary to update the ordinance. Specifically, the following tasks, as described in the application submitted to NHDES, will be accomplished:

1. *Formation of a Planning Committee*

SRPC will organize a planning committee comprised of municipal staff from the Public Works Department, Planning, Community Development and Code Enforcement Department, and volunteers from the Planning Board and Conservation Commission. SRPC will support and facilitate the planning committee's participation throughout this project to consider and recommend appropriate ordinance revisions for the Board of Selectmen to consider for adoption at Town Meeting.

2. *Ordinance Review and Preparation and Public Outreach*

The planning committee formed in Task 1 will review Farmington's current Aquifer Protection Ordinance. SRPC will review relevant materials and studies, including those completed for the Town of Farmington. SRPC will review model ordinance language within the NHDES *Model Groundwater Protection Ordinance* (2010). SRPC will organize and provide information to the committee and solicit input from local and state agencies for the committee to consider. This may include: information about current and potential future wells; drinking water source contamination and susceptibility; development trends and regulations; impervious cover; the Great Bay Nitrogen Non-Point Source Study and other relevant studies on pollution and runoff; regional studies on aquifers; national studies and relevant news about aquifer depletion; examples of how other communities in the region are protecting their aquifers; and other relevant studies or materials linking land use and groundwater quality, best management practices, long-term drinking water planning, and protection of water quality and public health. A summary of SRPC's review and materials prepared for committee review will be forwarded to NHDES.

SRPC will coordinate with Town staff to post relative information to the Town's website, including meeting schedules, draft ordinance language, supporting materials, and contact information. SRPC staff will prepare press releases throughout the ordinance update process and determine effective methods to solicit and receive public comment. SRPC will work with the planning committee to design an effective public engagement process for the Town of Farmington. This may include: developing and distributing educational material about groundwater and the importance of protecting drinking water supplies; posting information about

Grantee Initials CJK
Date 4/22/15

the update and opportunities to provide comments on the Town website and in Town news; facilitating public forums; and other engagement strategies as identified by the planning committee. A summary of SRPC's methods and schedule to seek public comment will be forwarded to NHDES.

SRPC will promote, organize, and facilitate public forums, as deemed necessary by the planning committee, to discuss the status, impact, and benefits of proposed revisions to the ordinance and to solicit public comments. SRPC will ask members of the planning committee to attend and assist SRPC in the public forums. The minutes from the forums will be provided to NHDES.

3. Ordinance Drafting and Public Process

a. Draft Ordinance

SRPC will prepare a draft ordinance with the committee formed under Task 1. During the preparation of the draft ordinance, SRPC staff will use existing documents, reports, data, maps, and public input. SRPC will submit a final draft ordinance to NHDES for review and comment.

b. Committee Review

SRPC staff will meet with the committee on a regular basis (at least three times) to ensure that revised sections of the ordinance are progressing and meeting the expectations of the committee.

c. Community Meeting on Draft Ordinance

SRPC will provide information on the ordinance update and solicit comments on the draft ordinance at a Planning Board Workshop. SRPC will develop a public presentation with input from the planning committee and hold additional public meetings, as necessary. The presentation and meeting minutes will be provided to NHDES.

4. Introduce Ordinance to the Town

a. Public Hearing for Draft Ordinance and Preparation of Final Drafted Ordinance

SRPC will provide the Town of Farmington with a draft ordinance for public hearing. SRPC will use feedback from the community meeting(s) and public comment period as well as comments and edits received from the planning committee, NHDES, and all other interested parties to prepare the final public drafted ordinance. A copy of the final draft ordinance will be provided to NHDES in advance of Task 4b.

b. Presentation of Final Draft Ordinance to Board of Selectmen

SRPC and members of the planning committee will present the final public drafted ordinance to the Board of Selectmen for review and consideration for adoption at Town Meeting.

c. Dissemination of the Adopted Ordinance

SRPC will deliver the print and PDF versions of the ordinance, once adopted, to the planning committee, Planning Board, Board of Selectmen, municipal staff, and NHDES. SRPC will work with the Town of Farmington to make the updated ordinance available on the Town's website.

Grantee Initials *CJC*
Date *4/22/15*

Deliverables will include:

- 1 electronic copy of the ordinance update for each of the planning committee members
 - 1 electronic copy of the ordinance update for each of the Planning Board members
 - 1 electronic copy of the ordinance update for each of the Board of Selectmen members
 - 1 electronic copy of the ordinance update for each of the Public Works members
 - 1 print copy and an electronic copy of the ordinance update for NHDES
 - 3 print copies and an electronic copy of the ordinance update for SRPC
- The ordinance update will also be posted online on the Town of Farmington's website as a PDF.

Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full 3 month quarter after grant approval from Governor & Council.

EXHIBIT B
BUDGET & PAYMENT METHOD

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of the associated invoice. **If the invoice is less than the initial estimate, only the amount on the invoice will be paid.** Payments shall be made in accordance with the following schedule, based upon completion of specific tasks:

Task Number/Description	Source Water Protection Grant
1. Formation of a Planning Committee	\$757.84
2. Ordinance Review and Preparation and Public Outreach	\$2,701.32
3a. Draft Ordinance	\$3,484.70
3b. Committee Review	\$2,548.22
3c. Community Meeting on Draft Ordinance	\$1,000.81
4a. Public Hearing and Preparation of Final Drafted Ordinance	\$1,488.61
4b. Presentation of Ordinance to Board of Selectmen	\$256.50
4c. Dissemination of the Adopted Ordinance	\$928.00
TOTAL	\$13,166.00

Grantee Initials CJC
Date 4/22/15

EXHIBIT C
SPECIAL PROVISIONS

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement. The comprehensive public liability insurance against all claims of bodily injuries, death, or property damage under Subparagraph 17.1.2 of the General Provisions shall be reduced from \$2,000,000 to \$1,000,000 for bodily injury or death in any one incident. A reduction from the State's standard liability coverage is warranted in light of the minimal risk associated with the activities required under this contract.

Changes to the Scope of Work or reallocation of grant funds require NHDES approval in advance.

Work must be completed by the completion date listed on the grant agreement (section 1.6). Requests for payment along with required proof of work must be submitted no later than 90 days after the completion date or the grant will be closed out and funds will no longer be available.

If a deadline extension is requested, the grantee must make that request for approval at least two months before the completion date. Failure to do so may result in lower rankings of future grant applications.

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

Grantee Initials

Date

CSC
7/22/15

CERTIFICATE OF VOTE

I, Victoria Parmele, of the Strafford Regional Planning Commission, do hereby certify that:

1. I am the duly elected and acting Vice Chairman of the Strafford Regional Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
2. The Strafford Regional Planning Commission Executive Committee, at a meeting held on August 3, 1999, authorized the Executive Director, Cynthia Copeland, AICP, to sign and execute any contracts;
3. This authorization has not been evoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following person has been appointed to, and now occupies, the office indicated under item 2 above:

Cynthia Copeland, AICP

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice Chairman of the Strafford Regional Planning Commission on this 22nd day of April, 2015.



Victoria Parmele, Vice Chairman

STATE OF NEW HAMPSHIRE
County of Strafford

On this 22nd day of April, 2015, before me Elaine W. Craigie, the undersigned officer, personally appeared Victoria Parmele, who acknowledged herself to be the Vice Chairman of the Strafford Regional Planning Commission, and that she, as such Vice Chairman, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.


Notary Public
(Official Seal)

ELAINE W. CRAIGIE, Notary Public
My Commission Expires February 6, 2018

My Commission Expires:



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867		<i>Member Number:</i> 562	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2014	7/1/2015	Each Occurrence	\$ 1,000,000
			General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Grant. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.				

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ³ - NH Public Risk Management Exchange
					By: <i>Tammy Denver</i>
NH Department of Environmental Services PO Box 95 Concord, NH 03302					Date: 3/12/2015 tdenver@nhprimex.org
					Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

CJC
4/22/15



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867		Member Number: 562	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not		
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence		\$
			General Aggregate		\$
			Fire Damage (Any one fire)		\$
			Med Exp (Any one person)		\$
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease - Each Employee	\$2,000,000	
			Disease - Policy Limit	\$	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Department of Environmental Services PO Box 95 Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 3/12/2015 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

CJC
4/22/15

Attachment A
2015 Local Source Water Protection Grant Rankings

Grant Reviewer List

Name	Department	Bureau	Title	Justification (Experience)
Paul Susca	NHDES	Drinking Water & Groundwater Bureau	Administrator III	Source Water Protection Program Manager (10 years)
Pierce Rigrod	NHDES	Drinking Water & Groundwater Bureau	Supervisor VII	Grant Project Management (10 years)
Kelsey Vaughn	NHDES	Drinking Water & Groundwater Bureau	Program Planner I	Grant Project Management (3 years)

Applications and Rankings
Source Protection Planning Projects

Grant Applicant	Project Location	Grant Amount	Rank	Notes
Town of Brentwood	Brentwood	\$16,945.60	1	
Southeast Land Trust of New Hampshire	Durham	\$19,950	2	
Strafford Regional Planning Commission	Farmington	\$13,165.71	3	
Granite State Rural Water Association	Merrimack, Hudson, Bedford, Nashua, Litchfield, Manchester, Bedford	\$20,000	4	
Manchester Water Works	Manchester, Auburn, Candia, Hooksett, Chester	\$20,000	5	
Upper Valley Lake Sunapee Regional Planning Commission	Enfield	\$17,575	6	
City of Laconia	Laconia, Gilford	\$15,000	7	
Pennichuck Corporation	Nashua, Amherst, Merrimack, Hollis, Milford	\$20,000	8	
Manchester Water Works	Manchester	\$20,000	9	
Manchester Water Works	Manchester, Auburn	\$2,500	10	
City of Dover	Dover, Madbury	\$20,000	11	
City of Lebanon	Lebanon	\$10,840	12	
Hopkinton Village Precinct	Hopkinton	\$12,600	13	Unable to fund
City of Portsmouth	Madbury, Dover	\$11,247	14	Unable to fund
Lower Bartlett Water Precinct	Intervale	\$19,940.04	15	Unable to fund
City of Concord	Concord	\$17,294	16	Unable to fund

Source Security Projects

Grant Applicant	Project Location	Grant Amount	Rank	Notes
Marlborough Water Works	Marlborough	\$18,000	1	
Gunstock Acres Village Water District	Gilford	\$720	2	
Emerald Lake Village District	Hillsborough	\$16,948.88	3	
Hooksett Village Water Precinct	Hooksett	\$18,000	4	Unable to fund